DECLARATION OF TOBY L. PLEVIN

I, Toby L. Plevin, declare as follows:

1. I am an attorney practicing law in the County of Los Angeles, California. Since September of 1988 I have represented a number of people who have been in litigation against the Church of Scientology and various of its related entities including the following: Church of Scientology International, Church of Scientology of California, Religious Technology Center, World Institute of Scientology Enterprises, Sterling Management Systems, Church of Scientology of Orange County, Church of Scientology of San Francisco, Church of Scientology of New Mexico, Church of Scientology of Boston.

2. In the course of my work I have researched many court files, reviewed many court decisions, and interviewed many witnesses knowledgeable about the Church of Scientology including ex-Scientologists and others.

3. As a result of my examination and research as described above, I am familiar with the fact that in 1986 a number of high-ranking ex-Scientologists who were the clients of an attorney in Boston by the name of Michael Flynn all entered into settlement agreements requiring that they refuse to assist any other litigants or any entities adverse to the Church of Scientology in the future and that they refuse to testify in deposition or trial

on behalf of any such people or entities except pursuant to subpoena. One such signatory is Gerald Armstrong. Others include William Franks (who in 1980 and 1981 was Executive Director International of the Church of Scientology), Laurel Sullivan (who for approximately eight years preceding her departure from Scientology in approximately 1982 was a personal assistant to L. Ron Hubbard and was familiar with many of the aspects of the operations of Scientology and Hubbard at the highest levels of management), and Gerald Armstrong (who for a period of time prior to his departure from Scientology in 1981 was the personal archivist of L. Ron Hubbard and therefore has unique knowledge with respect to the history of both the Scientology organization and L. Ron Hubbard). Because of their capacities as I have described them, these individuals were privy to information with respect to conduct of Scientology officials which I believe to be illegal, or at the very least contrary to public policy. They have intimate familiarity with the way in which the organization of Scientology was managed at various times, including particularly how they are all controlled in a hierarchical fashion from a central organization such that none of the entities has corporate integrity.

4. In my representation of an individual who had been sued by Scientology and who filed his own lawsuits against Scientology, Bent Corydon, it became essential to obtain the testimony of Mr. Franks, Mr. Armstrong and Ms. Sullivan and others regarding their knowledge of the operation of the

organization. Mr. Corydon was under great attack by the Scientology organization in connection with his authorship of a book entitled L. Ron Hubbard: Messiah or Madman? These attacks put in issue the accuracy of statements in that book regarding Mr. Hubbard and the nature of the operations of the Church of Scientology and other matters regarding which these three named individuals have unique percipient knowledge. Additionally, in my representation of Mr. Corydon we decided we also wished to have statements from Ron De Wolfe, L. Ron Hubbard's estranged son who, for a period of time, worked with Mr. Corydon as the intended co-author of the book, and Homer Schomer, who had been a bookkeeper for Hubbard's finances and had knowledge of the financial affairs of the highest ranks of the organization in the 1979-1982 period. Both De Wolfe and Schomer had also executed settlement agreements with prohibitions on testifying absent subpoena or cooperating with adverse parties.

5. Because each of these individuals were signatories to the settlement agreements with the provisions against volunteering to testify or appearing for deposition without subpoena, it became extremely difficult and costly to represent Mr. Corydon properly against an organization which had virtually unlimited resources for litigation purposes.

6. Mr. Corydon had known all of these people and reasonably believed that he or his attorney could interview these witnesses for preparation of his case, obtain declarations for use in law and motion matters, and otherwise obtain their

testimony. However, as a result of the secrecy agreement, these witnesses would not be interviewed or provide any information outside of the formality and expense of deposition in the presence of their prior adversary. The necessity of conducting these depositions and the related costs increased the costs of the litigation by approximately $20,000. Two of the depositions which we required, the deposition of Mr. Franks and Mr. De Wolfe, necessitated obtaining commissions for out-of-state depositions, procedures in the sister state for the issuance of subpoenas, the service of the subpoena and, of course, the costs of travel to another state for deposition. However, the troubles caused by the silencing agreements did not stop there. Because all of the contracts contained liquidated damages clauses similar to the one in Mr. Armstrong's contract (a $50,000 liquidated damages clause for each violation), each of these percipient witnesses was understandably concerned that if their old adversary, the Church of Scientology, deemed that they violated the agreement by being "too amenable to service of process," or by answering questions without being "compelled" by lawful subpoena to do so, that they would reactivate an unwelcome event, namely, being in an adverse relationship with the Church of Scientology and in litigation yet again.

7. Given the power of the fear created by the contractual terms, I believe that Mr. Franks was dissuaded from certain travel plans in California because that wqould make him too amenable to service. And, in the case of Mr. Armstrong, he has

testified both under oath in deposition and in declaration that an attorney who frequently represents various Church entities, called him after he had been subpoenaed in the Corydon case and told him that the settlement agreement required him to force Corydon to file a motion to compel his testimony rather than to answer questions voluntarily. That same attorney, Lawrence E. Heller, threatened to sue me for inducing a breach of contract merely for attempting to serve deposition subpoenas!

8. Perhaps the most egregious example of the kind of problems generated by the settlement agreements is the fact that in two instances, the individuals who had been subpoenaed, Mr. Schomer and Mr. De Wolfe, appeared at deposition and, as their counsel for the deposition, a Church attorney appeared. In fact, it was one of the attorneys representing Scientology in the Corydon case who had previously been adverse counsel to them. Thus, as a result of the intimidation in the contract, they appeared for deposition represented by a person whose interest was, in many instances, to instruct them not to answer questions which, had they been represented by counsel representing their interests and not the interests of the Church of Scientology, would certainly not have been the case. In one instance the witness flatly contradicted prior sworn testimony that had been adverse to Scientology. At the very least, given the appearance that, through the mechanism of the settlement agreements, the Church of Scientology and its attorneys were able to exercise substantial control over the availability of

testimony with respect to unique facts that individuals had in their possession, that were unique to their experience in Scientology, and that would be extremely adverse to the Church of Scientology, such agreements are prone to violate the most basic interests of judicial policy. Furthermore, in my view they are violations of Penal Code 138. Specifically, they call for payment under the agreement in return for a promise to avoid service of process. And, therefore, I believe that such clauses should not be enforced but rather should be deemed spoliation of evidence.

I swear under penalty of perjury under the laws of the State of California that the foregoing is true, this 15th day of March 1992.

Toby L. Plevin